

***This document is a draft of a planned solicitation and is subject to change without notice.***

**2.1 Background**

The Miami-Dade Police Department (MDPD) requires tow truck services and storage of towed or impounded vehicles resulting from seizures, drug busts, accidents, illegal parking, forfeitures, chop shops, etc. in accordance with regulations contained in Chapter 30, Article III, Towing of Motor Vehicles and Chapter 33, Section 30-388.31, Prohibition on Keeping Tow Trucks in a Residential District, of the code of Miami-Dade County.

In addition to the maximum rates that may be charged by towing companies, the County charges an administrative fee of \$15, which is governed by Ordinance No. 30-476 for each vehicle that is recovered, towed, removed, or stored at the request of the MDPD (excluding law enforcement tows). Law enforcement tows include any vehicle or property placed on hold or extended hold for an investigation, trial, evidence or forfeiture case paid by Miami-Dade County at a reduced rate.

All towing businesses in Miami-Dade County must be licensed and adhere to regulations covering signage, contracts, vehicle safety standards, insurance requirements, and background checks of business owners regulated by the Department of Regulatory and Economic Resources.

**2.2 Minimum Qualification Requirements**

Selected Proposers shall provide, at a minimum, the services described in Section 2.0, Scope of Services, for the term of the Contract, including renewals and extensions, if any. The minimum qualification requirements for this Solicitation are:

- A. Proposers must have a current towing license (TL) registered as "non-consent", issued by the Miami-Dade County Department of Regulatory and Economic Resources (RER), as of the proposal due date. Awarded Proposers towing license shall remain valid during the term of the contract to include any option to renew period(s).
- B. Proposers shall have an established business supplying towing services in Miami-Dade County and shall have a Local Business Tax Receipt (formerly known as the Occupational License), at least one year prior to the proposal due date. Proposers shall submit a copy of their current Local Business Tax receipt with the Bid Proposal as evidence that they are registered with Miami-Dade County.
- C. As of the proposal due date, the principal(s) of a Proposer shall not be a principal of another Proposer (to include any real property owned, leased property, or equipment used to qualify). Additionally, no Proposer shall have any sort of ownership or be a stockholder of another Proposer. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties each submit a proposal for any contract, such proposals shall be presumed to be collusive. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. For purposes of this RFQ, the term "principal" of the Proposer means the owner or owners. Proposers shall not subcontract with other Proposers. Proposers shall not use equipment, property or facilities of another Proposer to qualify under this RFQ or to meet its contractual obligations after award.

All requirements herein are a continuing condition of award and are in effect throughout the term of any contract awarded as a result of this RFQ which includes any option and extension periods. A violation of this requirement may cause the Proposer's proposal to be deemed non-responsive or cause the termination of a selected Proposer(s).

**2.3 Office and Storage Facilities Requirements**

- A. The Proposers' facilities must be located within the district for which they are proposing, or within three (3) roadway miles (as determined by the County) of the district's boundaries. As a requirement for this request for qualification, as it pertains to district preference, all Proposers must submit proof that the location of their respective business and storage facilities are completely within "three roadway miles" of each district which they are qualifying for. Roadway miles means, county or municipality maintained roads and not dirt roads, pathways or railways. Proof of qualification shall be in the form of a computer printout utilizing "Google Maps". The print-out shall clearly show the roadways taken to reach the selected districts applied for. Proposers whose facilities are completely within the district that they are qualifying for are exempt from this requirement only for that district. All submitted proofs are subject to inspection by the MDPD Vehicle Research Unit (VRU). Any proposer found to be outside the required three roadway miles will not qualify for that district. The County shall have the

final determination if the proposer's facility is completely within the requirements.

- B. The selected Proposers shall have a place of business that includes an office, inside storage and outside storage areas. The storage facilities shall be contiguous to one another. Storage facilities located across the street and clearly visible from the selected Proposer's office are acceptable. The place of business must have the exact same name and/or corresponding "DBA" as on the Local Business Tax Receipt (formerly known as the Occupational License), Insurances, Municipal Inspections (e.g. fire inspections and code enforcement) and registrations.
- C. The selected Proposer must disclose all current Corporation's and DBA's associated with the business and owner involving Towing.
- D. The office shall be a permanent structure (no temporary trailers, mobile homes, etc.) and shall include a business telephone, restroom facility (located within the main office), customer waiting area with seating and workspace for the MDPD, VRU. The location of the workspace and desk of the VRU officer shall not be in front of or interfere with in any way, the public's release window or doorway access. VRU personnel will evaluate the location of the workspace and desk and shall have the final authority as to determining if the location is acceptable. The workspace for MDPD shall include access to a desk, phone, file drawer and/or in-tray for use by VRU officers from MDPD. The selected Proposers shall maintain the Vehicle Storage Receipts in the file drawer or in-tray, unfolded, in order by impound date and in a manner acceptable to VRU personnel. The selected Proposers shall notify the MDPD Communications Bureau (CB) of any additional telephone numbers or changed numbers.
- E. The office and storage facility shall be separate from any other business or enterprise. Under no circumstances shall a Proposer allow another towing, repossession or any other vehicle storage company to utilize the same storage lot or a portion of the property that was originally used to qualify for this RFQ.
- F. All storage facilities shall be secured from unauthorized entry at all times. For reasons of security, all facilities shall be staffed 24 hours a day with an alert, awake and responsible person. This requirement will be considered for qualification of the Proposer's Facilities and Storage. Additional means of security shall be at the discretion of the Proposer and shall not be considered in the evaluation. If a selected Proposer maintains more than one facility for this contract, each facility must be staffed 24 hours a day in accordance with all requirements.
- G. The property on which the office or storage facility is located shall be unencumbered by any tax lien, Federal Tax Lien, or any other government lien, which may place the property in jeopardy (i.e. sale by government to satisfy lien). Selected Proposer(s) shall provide a copy of the letter issued by the Department of Revenue and a copy of satisfaction of property tax payment by the Tax Collectors Office stating that the taxes have been paid. Selected Proposers shall comply with this requirement by April 1st of each year and a copy will be provided to the VRU. Proposer(s) shall provide a folio number for all facilities being used to provide the services stated herein.

Note: The County does not anticipate awarding any contracts to a Proposer that has not fulfilled all tax obligations with the County or the State of Florida, including any other county or municipality within the State of Florida.

- H. The office and all storage areas shall be easily accessible to the general public, and the office shall have the business name and complete mailing address on the front of the building.
- I. All office and storage facilities shall not be in violation of any applicable zoning regulations.
- J. Communications: The selected Proposers' shall have a 2-way radio communication system. The communication system shall be between the selected Proposers' base station and all tow and service trucks utilized in providing services herein. The selected Proposers and their personnel shall not carry or install in any motor vehicle or at their place of business, any frequency modulation radio receiving messages or signals on frequencies assigned to Miami-Dade or municipal police or fire departments.
- K. If a selected Proposer has a towing contract with any other public agency in addition to Miami-Dade County, the selected Proposer must have separate spaces to place towed vehicles inside and outside their facility for each space required under all their contracts combined. For example: If a contract for a city (1) requires 50 spaces, contract for city (2) requires 100 spaces, and contract for city (3) requires 100 spaces, selected Proposer should have a total of 250 spaces in addition to the space the County requires.

- L. If a Proposer has one or more current towing contracts with other public agencies, which stipulates a specific minimum requirement of storage spaces for impounded vehicles, and these contracts do not specify the size of or the percentage of standard to compact parking stalls, the County assumes the right to default the cumulative spacing requirements of these contracts as to comply with Article VII Section 33-122.1 of the Miami-Dade County Code. For example: Contract "A" states that it requires 100 outside storage spaces and does not specify whether the size is a specific measure or if they are to be standard or compact. In this case, the amount of space required for the storage of vehicles will be added to the total number of spaces needed for the County and divided in proportion as to comply with (Article VII Section 33-122.1) of the Miami-Dade Code.
- M. Please refer to Article VII Section 33-122.1 of the Miami-Dade County Code, "Minimum standards for parking spaces for buildings that have received a certificate of use or occupancy". At a minimum, parking spaces should have:

Compact size parking stalls: (7.5'x15') = 112.5 sq.'

Standard size stalls: (9'x19') = 171 sq.'

### **Outside Storage**

The selected Proposers shall provide outside storage, for sole use by MDPD, for a minimum of 100 vehicles. At least 60 of these required spaces should accommodate full-size vehicles. Under no circumstances will the spacing requirement provision be permitted to overlap or "piggyback" on other existing contracts. The outside storage shall:

- (1) be secured with a chain-link or solid-wall type fence at least 6 feet in height.
- (2) be kept and maintained to include the removal of junk tires and auto parts, the trimming of all shrubbery, trees and lawns (within the fence line and grounds), and;
- (3) have adequate drainage to prevent standing water after rainstorms (asphalt, gravel, etc.)

### **Inside Storage**

The selected Proposers shall also provide a completely enclosed inside storage area for a minimum of 3 vehicles. The inside facility shall be for the sole use of MDPD and must be immediately available when required by MDPD. The structure shall provide complete protection from weather and unauthorized entry. All access to said structure shall be capable of being secured when required by MDPD. Also, inside storage facilities shall be open for access at all times to the Crime Laboratory of the MDPD or other County personnel for technical processing when required by the MDPD. The inside storage shall:

- (1) be secured, and must be used only for the safe secure, and clean storage of evidentiary vehicles;
- (2) have paved floor, i.e., concrete or asphalt, in a condition acceptable to the County (e.g., free of dirt, standing water, vegetation);
- (3) have a working area of 12' x 20' per vehicle with at least an 8' ceiling;
- (4) have electrical lighting source sufficient to permit processing of vehicles;
- (5) have a properly functioning ventilation system; (ventilation system – a fixed powered commercial type ventilation system capable of exhausting vehicle emissions to the outside air, either by roof or wall mounted means. Devices such as portable fans/air conditioners etc. attached temporarily or permanently to windows or walls are not acceptable.)
- (6) not be located on the physical plant (grounds) of another business; i.e., inside storage must be located inside the physical plant of the selected Proposer's business;
- (7) be for the exclusive use of MDPD;
- (8) be a permanent "weather tight" structure;
- (9) have a hydraulic lift and tools available for MDPD Vehicle Research Unit personnel to disassemble a vehicle. (hydraulic lift – with a minimum 8000lbs capacity, securely affixed to the floor and able to lift a vehicle off the ground. The lift must be able to be activated by electromechanical means and not be merely by hand cranking.) and;
- (10) The size of spacing requirements for inside storage of other agencies requiring a specific number of spaces will default to the County's requirement of (12'x20') = 240 sq.' for each vehicle, unless otherwise stipulated in other existing contracts. All towing contracts in existence at the time of qualification shall be considered in effect and spacing requirements will be tabulated in conjunction with County requirements unless the Proposer stipulates, in writing, that a specific towing contract is being terminated.

## 2.4 Equipment Requirements

### **WRECKERS**

- A. All wreckers shall be maintained in good working order, completely hydraulic, shall be registered with the State of Florida Department of Motor Vehicles and shall have appropriate licenses to operate as wreckers. The registration must reflect as the company or corporation awarded to this contract.
- B. The selected Proposers shall have a valid towing license number issued by RER and shall display the license number on both sides of the vehicle in commercially lettered characters at least three (3) inches high, permanently affixed to the vehicle.
- C. The name of the selected Proposer shall be displayed on the driver and passenger side of the vehicle in commercially lettered characters and affixed to the vehicle. No other company name shall be displayed anywhere on the vehicle. If the vehicle cannot accommodate the name on the driver and passenger side, the placement of the name must be located on the vehicle in a conspicuous place.
- D. The address and telephone number of the selected Proposer shall be displayed on the driver and passenger side door of the vehicle in commercially lettered characters at least one (1) inch high, permanently affixed to the vehicle.
- E. All wreckers shall display, in accordance with the County Code, a current decal issued by RER.
- F. The selected Proposers shall not have any markings on vehicles, buildings, documents (including but not limited to correspondence, letterhead, advertising, etc.) that in any way indicates or infers any official relationship between the selected Proposers and the MDPD, Miami-Dade County, or any police agency.
- G. If a selected Proposer desires to replace a vehicle or piece of equipment required by this RFQ, the selected Proposer must submit a written request to MDPD for approval. The request must provide complete information, on the form provided by MDPD, on the vehicle or equipment being replaced and on the new vehicle or equipment. At a minimum include the year, make, model, VIN, tag number and class (A, B, C, or D) of vehicle.

If approved by MDPD, the vehicle and/or equipment must be inspected and approved by VRU prior to being used for services under this RFQ. VRU reserves the right to disqualify any wrecker, slide back carrier or other qualifying piece of equipment if the original manufactures serial number or data plate has been removed, altered or is otherwise illegible.

- H. All equipment shall be maintained in a state of readiness for response as delineated in this RFQ and be for the sole use of the selected Proposer.
- I. The selected Proposer(s) shall maintain the following minimum number of vehicles (selected Proposers may substitute a vehicle one (1) class and type higher than that required, i.e., Class "B" slide back for a Class "A" slide back):

- 1. Six (6) Class "A" Wreckers  
(At least two (2) shall be Class "A" Wreckers and two (2) shall be Class "A" Slide Back Car Carriers)

NOTE: The selected Proposers for Zones 5, 6, 7 or 8 (Northside/Bay Operations/Miami International Airport) shall have a minimum of one (1) Class "A" vehicle which can clear an overhead height of 6 feet, 6 inches and must meet same requirements as a Class "A" Wrecker.

- 2. One (1) Class "B" Wrecker
- 3. One (1) Class "B" Slide Back Car Carrier
- 4. Two (2) Class "C" Wreckers (At least one (1) of which shall be under reach equipped)  
or  
One (1) Class "D" Wrecker

J. Wreckers shall meet the following minimum ratings:

In accordance with Article III Section 30-461 - Definitions. (22) Wrecker class shall mean the type of towing vehicle, equipment or apparatus used to recover, tow or remove vehicles. If there has been any modifications to the truck chassis that changes its GVWR, documentation from the dealer, manufacturer or authorized up-fitters supporting the changes must be provided. The wrecker class shall be distinguished as follows:

1. Class "A" Wrecker:

- (a) Commercially manufactured unit, with a rated capacity of not less than 10,000 pounds, GVWR, in accordance with manufacturer's I.D. plate
- (b) Cab to axle dimension of not less than 56 inches
- (c) Dual rear wheels
- (d) Commercially manufactured hydraulic boom with a minimum capacity of 8,000 pounds
- (e) Hydraulically operated winch(es) with a minimum total winching capacity of 8,000 pounds
- (f) One hundred (100) feet of 3/8 inch steel core cable per winch
- (g) Wheel lift with retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds
- (h) Tow sling or tow bar with a safe lift rating of 3,500 pounds
- (i) Two (2) 3/8 inch high test safety chains
- (j) One (1) motorcycle sling or equivalent heavy duty nylon cargo straps
- (k) Four-way lug wrench
- (l) One (1) pair of jumper cables

2. Class "A" Slide Back Car Carrier:

- (a) Commercially manufactured unit, with a rated capacity of not less than 14,500 pounds, GVWR
- (b) Cab to axle dimension of not less than 102 inches
- (c) Dual rear wheels
- (d) Seventeen (17) feet or longer hydraulically operated slide back or tilt bed
- (e) Hydraulically operated winch(es) with a minimum total winching capacity of 8000 pounds
- (f) Fifty five (55) feet of 3/8 inch steel core cable per winch, plus a ten (10) foot chain for extra length.
- (g) Two (2) tie down chains, each ten (10) feet in length
- (h) Four-way lug wrench
- (i) One (1) pair of jumper cables

3. Class "B" Wrecker:

- (a) Commercially manufactured unit, with a rated capacity of not less than 18,000 pounds, GVWR, in accordance with manufacturer's I.D. plate (any modifications to increase GVWR must be documented by the dealer or manufacturer)
- (b) Cab to axle dimension of not less than 84 inches
- (c) Commercially manufactured hydraulic boom(s) with a minimum total capacity of 24,000 pounds
- (d) Hydraulically operated winch(es) with a minimum total winching capacity of 24,000 pounds
- (e) Two hundred (200) feet of 1/2 inch steel core cable per winch
- (f) Under reach with a retracted rating of not less than 10,500 pounds and an extended rating of not less than 8,500 pounds
- (g) Two (2) 5/16 inch alloy safety chains
- (h) Tow bar or tow-sling equipped
- (i) Two (2) snatch blocks, minimum 8,000 pound capacity each
- (j) Two (2) scotch blocks
- (k) Brake lock.
- (l) Six (6) to eight (8) feet of extra towing chain with hooks, minimum 4,000 pound capacity
- (m) Four-way lug wrench
- (n) One (1) pair of jumper cables

4. Class "B" Slide Back Car Carrier:

- (a) Commercially manufactured unit, with a rated capacity of not less than 20,000 pounds, GVWR, in accordance with manufacturer's I.D. plate (any modifications to increase GVWR must be documented by the dealer or manufacturer)
- (b) Cab to axle dimension of not less than 138 inches
- (c) Dual rear wheels
- (d) Twenty one (21) feet or longer hydraulically operated slide back or tilt bed
- (e) Hydraulically operated winch(es) with a minimum winching capacity of 8,000 pounds
- (f) fifty-five feet of 3/8 inch steel core cable.
- (g) Two (2) tie down chains, each ten (10) feet in length
- (h) One (1) snatch block, minimum 8,000 pound capacity
- (i) Four-way lug wrench
- (j) One (1) pair of jumper cables
- (k) Commercial Non-restricted license plate

5. Class "C" Wrecker:

- (a) Commercially manufactured unit, with a rated capacity of not less than 30,000 pounds, GVWR, in accordance with manufacturer's I.D. plate (any modifications to increase GVWR must be documented by the dealer or manufacturer)
- (b) Cab to bogey dimension of not less than 144 inches
- (c) Commercially manufactured boom(s) with a minimum total capacity of 50,000 pounds
- (d) Winch(es) with a minimum total winching capacity of 50,000 pounds
- (e) Two hundred (200) feet of 5/8 inch steel core cable per winch
- (f) Under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds
- (g) Rear support jacks or outriggers
- (h) Two (2) 1/2 inch alloy safety chains
- (i) Tow bar or tow-sling equipped
- (j) External air hookup and hoses to supply air to disabled vehicles
- (k) Two (2) snatch blocks, minimum 24,000 pounds capacity each
- (l) Two (2) scotch blocks
- (m) Spring brake - air lock
- (n) Six (6) to eight (8) feet of extra towing chain winch hooks, minimum 4,000 pound capacity

6. Class "D" Wrecker:

- (a) Commercially manufactured unit, with a rated capacity of not less than 52,000 pounds, GVWR, in accordance with manufacturer's I.D. plate (any modifications to increase GVWR must be documented by the dealer or manufacturer)
- (b) Cab to bogey dimension of not less than 180 inches
- (c) Commercially manufactured boom(s) with a minimum total capacity of 70,000 pounds
- (d) Hydraulically operated winch(es) with a minimum total winching capacity of 70,000 pounds
- (e) Two hundred (200) feet of 3/4 inch steel core cable per winch
- (f) Under reach with a retracted rating of not less than 45,000 pounds and an extended rating of not less than 15,000 pounds
- (g) Rear support jacks or outriggers
- (h) Two (2) 1/2 inch alloy safety chains
- (i) Tow bar or tow-sling equipped
- (j) External air hookup and minimum hoses to supply air to disabled vehicles
- (k) Two (2) snatch blocks, minimum 24,000 pound capacity each
- (l) Two (2) scotch blocks
- (m) Spring brake - air lock
- (n) Six (6) to eight (8) feet of extra towing chain with hooks, minimum 4,000 pound capacity

K. The following **ADDITIONAL EQUIPMENT** shall be **REQUIRED ON EACH VEHICLE**:

1. Two-way radio
2. Proper safety lights
3. Amber rotation dome light
4. Two (2) overhead flood lights to rear
5. Sand (50 pounds minimum)
6. Heavy duty sweeping broom (24" wide)
7. Two (2) safety cones (day-glow orange, 2 feet high)
8. One set of three (3) reflectors
9. Flat shovel
10. Axe (not less than Size 30"L)
11. One 5 lb. fire extinguisher for vehicles under 50,000 lbs. and one 20 lb. fire extinguisher for vehicles over 50,000 lbs. All fire extinguishers must be Underwriter Laboratory approved and inspected according to applicable code.
12. First aid kit - minimum 16 units
13. Six 30-minute flares
14. Each wrecker company shall have one set of dollies available for use.
15. If the manufacturer's rating plate is missing from any vehicle, the selected Proposer must obtain a specifications sheet for that vehicle from the manufacturer and have it available for inspection at all times.
16. Two heavy gauge plastic tarpaulins at least 10' x 12' in size with bungee cords or other fasteners.

## **2.5 Additional Requirements**

- A. The Proposer's registered towing license number shall remain the same number throughout the terms of this contract. The Proposer shall not assign, transfer, change ownership or make any changes to the TL without the prior written consent of the MDPD. The County and the VRU shall be informed in writing 3 business days prior to any changes to the tow company's ownership or changes to the directors as recorded in Florida Division of Corporations, "Sunbiz.org".
- B. Selected Proposers must comply with applicable laws, ordinances and regulations, including but not limited to Chapter 30, Article III, Towing of Motor Vehicles and Chapter 33, Section 30-388.31, Prohibition on Keeping Tow Trucks in a Residential District, of the Code of Miami-Dade County, as it may be amended from time to time, throughout the term of any contract issued as a result of this RFQ.
- C. Selected Proposer(s) shall comply and properly adhere to all the established Division of Motor Vehicles (DMV), procedures prescribed in but not limited to "TL-26." There are no exceptions allowed to the requirements stipulated above. Should there be any conflict between the Scope of Services and applicable laws, the more stringent requirement shall prevail.
- D. The disposition of any vehicle by auction to satisfy liens for labor and/or services shall be done in strict accordance with Chapters 705 & 713 (or other applicable chapters) of the Florida Statutes.
- E. A towing company owner or an individual working for a towing company applying for a towing contract cannot have a prior conviction related to a towing related offense within the last five years, as of the proposal due date, regardless of the degree, for towing and/or vehicle related offenses regardless of the disposition of the case (i.e., withhold of adjudication, pre-trial intervention, and/or pre-trial diversion). A conviction is adjudication of guilt by a court of competent jurors, a plea of guilt or "nolo contendere" or a judgment when an adjudication of guilt is withheld and the accused is placed on probation. It could also pertain to an arrest with a related offense where an arrest was supported by probable cause, whether or not that arrest led to a conviction. In the event the arrest resulted in a no action, MDPD will evaluate on a case-by-case basis to determine the person's ability to enter into or remain part of the tow contract.
- F. The services to be provided under this RFQ are primarily provided to the public. Selected Proposers shall extend common courtesies to the public, including but not limited to the following:
  1. When possible, expedite the release of the vehicles;
  2. Assist the vehicle owner, when arriving for pickup of his or her vehicle, in matters such as retrieving documentation from inside the vehicle when requested by the owner, to document ownership; and allow the owner to remove personal items, including but not limited to eyeglasses, medicine, wallet or purse, credit cards, radios and telephones.
  3. All property removed by the vehicle owner and/or their authorized representatives shall be documented by the tow yards

escort and attached to the tow yards copy of the Vehicle Storage Receipt (VSR), as a permanent record.

## **2.6 Districts**

The areas in which services shall be provided are within the MDPD districts. The geographic boundaries of the districts are indicated below. All boundaries are to the centerline of the roadway or waterway, except where otherwise indicated. At its sole discretion, the County may change district and/or zone boundaries at any time. In the event that a city no longer wishes to contract with the County, whichever selected Proposer is affected will no longer be able to tow for that municipality.

Work will be distributed to the selected Proposer in each district on a 24-hour rotating basis. This rotation is defined as a 24-hour on-call, then 24 hours off until the next rotation. However, during the term of any contract(s) as a result of this RFQ, the County reserves the right to use any selected Proposer from any district when, in the sole determination of the County, it is in the County's best interest. Additionally, selection of a selected Proposer for a district does not grant that selected Proposer exclusive rights to provide these services. The County may assign a selected Proposer to another district at any time, when in the sole determination of the county, it is in the County's best interest. The County reserves the right to inspect the facilities of the Proposers at any time following the due date of the Proposal and during the term of any contract that may be awarded as a result of the RFQ. Selected Proposers must have adequate staff to provide services requested herein throughout the term of any contract that may be awarded as a result of this RFQ.

### **District 1 ZONES 1 & 2 (Northwest District/ The Town of Miami Lakes):**

West: County Line  
North: County Line  
East: Begin at County Line Road (N.W. 215 Street) and proceed south on N.E. 2<sup>nd</sup> Avenue to N.E. 199 Street, then proceed west on N.E. 199 Street to North Miami Avenue, thence south to Miami Gardens Drive (N.E. 183 Street), thence west one block to North Miami Court, then proceed south to N.W. 176 Street, then west on N.W. 176 Street to approximately N.W. 2<sup>nd</sup> Avenue (441), then south to N.W. 171 Street, proceed west on N.W. 171 Street to N.W. 4 Avenue, then proceed south on N.W. 4 Avenue to SR 9, then continue in a southwest direction on SR 9 to N.W. 17 Avenue, thence south to N.W. 135 Street, then proceed west on N.W. 135 Street to N.W. 27 Avenue, thence proceed south on N.W. 27 Avenue to N.W. 127 Street (north of the canal), thence west to the eastside of the railroad tracks (equivalent to N.W. 36 Court), thence south to 103 Street.  
South: Begin at N.W. 103 Street and proceed west along N.W. 103 Street to the Miami River, proceed west on N.W. 103 Street to N.W. 106 Street, then proceed west to the County Line.

### **District 2 ZONES 7 & 8 (Northside District/Police Operations Bureau):**

West: Begin at Biscayne Bay and S.W. 12 Avenue and then proceed in a northeast direction along the coast line to S.W. 15 Road, thence proceed northwest along S.W. 15 Road to I-95, then proceed north on I-95 to the Miami River, then proceed northwest to N.W. 36 Street, then proceed west on N.W. 36 Street to the Ludlam Canal (N.W. 68 Avenue), thence north along the Ludlam Canal to the Miami River, thence northwest along the Miami River to N.W. 103 Street.  
North: Begin at the Miami River and N.W. 103 Street and proceed east towards the railroad tracks (equivalent to N.W. 36 Court), thence north along N.W. 36 Court toward the canal (equivalent to N.W. 127 Street), thence west to N.W. 27 Avenue, then proceed north to N.W. 135 Street, thence east to N.W. 17 Avenue, then proceed south to N.W. 117 Street, thence east to I-95, thence proceed south on I-95 to the N.W. 79 Street.  
East: The Atlantic Ocean  
South: The southerly limits of Key Biscayne, including Key Biscayne, Virginia Key and the Rickenbacker Causeway.

### **District 3 ZONES 5 & 6 (Midwest District/Airport):**

West: County Line  
North: Begin at the County Line and N.W. 106 Street and proceed east to the Miami River, thence southeast along the Miami River.  
East: Begin at N.W. 103 Street and the Miami River, then proceed in a southeast direction to the Ludlam Canal (approx. N.W. 73 Street), thence south along the Ludlam Canal (approx. N.W. 68 Avenue) to N.W. 36 Street, then proceed east on N.W. 36 Street to the Miami River, then proceed southeast along the Miami River to I-95, proceed south on I-95 to S.W. 15 Road, thence proceed southeast on S.W. 15 Road to Brickell Avenue (SR 5), continue south on Brickell Avenue to South Miami Avenue on to South Bayshore Drive., then south to S.W. 40 Street extended.  
South: Begin at South Bayshore Drive and S.W. 40 Street extended and proceed west along S.W. 40 Street extended to the Florida Turnpike, thence north along the Florida Turnpike to the Tamiami Canal, thence west along the Tamiami Canal to the County Line.



As ZONES 5 & 6 encompass the Miami International Airport area, the following conditions apply specifically to said area. Towing of illegally parked vehicles from all roadways between the Main Terminal Building and the Airport Loop Bridge shall be excluded from this RFQ. However, service may be required on a temporary basis at the discretion of the Aviation Department Director and will be requested through the MDPD.

The selected Proposers for ZONES 5 & 6 shall be responsible for the handling of all accidents occurring, or other MDPD requests, on Miami International Airport property, as per the provisions and conditions set forth in this RFQ.

**District 4     ZONES 13 & 14 Cutler Ridge District/The Town of Cutler Bay/Village of Palmetto Bay):**

West: County Line  
North: Begin at the County Line and S.W. 200 Street (Caribbean Blvd.) and proceed east along S.W. 200 Street (Caribbean Blvd.) to U.S. 1, thence northeast along U.S. 1 to the Florida Turnpike, then proceed north to S.W. 152 Street, thence east along S.W. 152 Street to U.S. 1, continue northeast along U.S. 1 to N.W. 136 Street, thence east to Biscayne Bay.  
East: Biscayne Bay  
South: County Line

**District 5     ZONES 11 & 12 (Kendall District):**

West: Begin at S.W. 127 Avenue and S.W. 42 Street, then proceed south to S.W. 120 Street, thence west to S.W. 137 Avenue, then proceed south on N.W. 137 Avenue to S.W. 152 Street.  
North: Begin at S.W. 40 Street (Bird Road) extended to South Bayshore Drive, then proceed northeast to S.W. 12 Avenue.  
East: Biscayne Bay  
South: Begin at S.W. 152 Street and N.W. 137 Avenue, then proceed east on N.W. 152 Street to U.S. 1, then proceed in a northeast direction on U.S. 1 to S.W. 136 Street, and west to Biscayne Bay.

**District 6     ZONES 3 & 4 (Intracoastal District):**

West: Begin at I-95 and N.W. 79 Street and proceed north along I-95 to N.W. 117 Street, thence west to N.W. 17 Avenue, thence north to SR 9, proceed in a northeast direction on SR 9 to N.W. 4 Ave., thence north to N.W. 171 St., thence west to N.W. 2<sup>nd</sup> Avenue (441), then north on N.W. 2<sup>nd</sup> Avenue to N.W. 176 Street, then east to N.W. Miami Court, then north to N.E. 183 Street, then one block east to North Miami Avenue, then proceed north to N.E. 199 Street, then proceed east on N.W. 199 Street to N.E. 2<sup>nd</sup> Avenue, and then proceed north on N.E. 2<sup>nd</sup> Avenue to County Line Road (N.W. 215 Street).  
North: County Line  
East: Atlantic Ocean  
South: Begin at I-95 and N.E. 79 Street, then east to Biscayne Bay.

**District 7     ZONES 9 & 10 (Hammocks District):**

West: County Line  
North: The Tamiami Canal  
East: Begin at S.W. 117 Avenue (The Florida Turnpike) south to S.W. 40 Street extended, then west to S.W. 127 Avenue, then south to S.W. 120 Street, then west to S.W. 137 Avenue, then south to S.W. 152 Street, then east to the Florida Turnpike, thence proceed south on the Florida Turnpike to U.S. 1, then southwest on U.S. 1 to S.W. 200 Street (Caribbean Blvd.),  
South: S.W. 200 Street (Caribbean Blvd.)

**2.7     Service Requirements**

**A.     Request for Tow Service**

All police requests for towing services and removal of traffic hazards shall be made through the MDPD Communications Bureau (CB). The MDPD may cancel a request for services of a selected Proposer at any time prior to the time of hookup. Hookup consists of a complete mechanical connection of the vehicle to the tow truck. Response to a service call scene without other action (i.e., no mechanical connection) does not constitute a service for which charges are applicable.

**B.     Response Time and Delays**

The selected Proposers shall respond within thirty (30) minutes for all class "A" calls or forty-five (45) minutes for all other classifications, of the receipt of request for service or to notify the MDPD CB of the delay or inability to respond. In that instance, the MDPD, at its sole discretion, may cancel such a request for service and use the services of another selected Proposer.

In this event, the Contractor's dispatcher shall complete an "Off Rotation or Out of Zone Request Form," for each occurrence. This form will be attached to every Vehicle Storage Receipt (VSR), for all vehicles impounded out of the normal course.

#### C. District Responsibility

If a selected Proposer is requested by the MDPD CB to respond outside of its district, the selected Proposer shall advise the Communications Operator making the request that the call is outside the selected Proposer's district. The selected Proposer may tow out of its district if specifically instructed to do so by the Communications Operator.

The selected Proposer shall tow any vehicle released at the scene by the MDPD to any location the owner or driver requests within the limits of Miami-Dade County, at mileage rates in accordance with the rate structure approved by the County.

#### D. Clean Up

Selected Proposers shall remove glass and/or other debris from the street as a result of a traffic accident to which they are responding for the County. This debris shall be placed in a suitable container and removed by the tow truck operator and shall in no case be left at the curb-side. Debris must be discarded in a legal manner.

Under no circumstances shall any debris, resulting from the traffic crash be placed within the affected vehicles. Contractor's employees on the scene of a traffic crash must be aware of the fact that, on occasion, a crashed vehicle may be held for evidence on the scene or at a later time. Placing road debris may compromise a detective's case.

#### E. Storage Procedures for Vehicles

The selected Proposers shall provide storage for all impounded vehicles in the outside storage area unless specific written instructions are given for inside storage by the impounding MDPD officer. Specific written instructions for inside storage include any language indicated in the "Reason for Hold" block of the Vehicle Storage Receipt stating "Crime Scene Processing," "Fingerprinting," "Latents," "Lab Processing," or any other words detailing a need to store a vehicle inside. Also, a hold request can be placed within the "Hold For: Individual Authorizing Hold)" Section. Once the necessary processing is completed and the hold is released, the selected Proposer may, at its option, keep the vehicle stored inside; however, only outside storage rates may be charged after the release of the hold.

#### F. Protection of Vehicles and Property

In addition to the responsibility of providing security for impounded vehicles, the selected Proposer shall assume responsibility for any articles of value left in the vehicle and listed on the vehicle storage receipt. The selected Proposer agrees to replace any such article upon verification of the loss by the designated investigative agency. If, in the opinion of the MDPD Officer at the scene, the vehicle requires special weather protection, the officer will note it on the vehicle storage receipt and the selected Proposer shall completely cover the car with a weatherproof material and shall be allowed to charge the sum of 50¢ per day for this service. Vehicles requiring special weather protection will not be charged for inside storage unless inside storage is specified on the VSR, or authorized by the VRU.

#### G. Attendant on Duty

The selected Proposers shall make available on a twenty-four (24) hour basis attendants and equipment for immediate response to calls for service requested from the MDPD. In addition, the selected Proposers shall have adequate personnel to staff the storage facility and office from 8:00 a.m. to 6:00 p.m., 7 days a week, for the purpose of releasing vehicles to owners. The selected Proposers shall provide on-call personnel to release vehicles between 6:00 p.m. to 8:00 a.m., at the request of the MDPD Communications Shift Commander, for emergency purposes only. Selected Proposers shall provide a visible sign on the outside of each facility indicating the hours of operation.

#### H. Holidays

Notwithstanding the above requirements, three holidays will be recognized as days the selected Proposer can close and still charge for storage: Thanksgiving Day, Christmas Day, and New Year's Day. Selected Proposers that elect to close on these holidays shall provide access to vehicle owners that attempt to claim their vehicles. A sign shall be posted outside selected Proposer's business with a telephone number, to reach the selected Proposer to respond and release vehicles to owners, during what would have been regular

business hours on these holidays.

#### I. Impounding Vehicles

The selected Proposers shall impound such vehicles as requested by the police officer on duty at the scene. The police officer on duty shall have sole authority to determine when a vehicle should be impounded and the tow truck operator shall abide by the decision of the police officer.

#### J. Location Changes of Impounded Vehicles

The selected Proposers shall not change the type of storage (inside or outside) without written instructions from the MDPD. The selected Proposers shall not change the storage facility location without written permission from the MDPD. The storage location for each vehicle shall be approved by the MDPD. In no case shall an owner/representative be required to respond to any other location to obtain possession of a vehicle.

#### K. Impound Reports & Owner Notification

The police officer on duty at the scene is responsible for obtaining the information required on the VSR. The wrecker driver shall not remove a vehicle from the scene without a copy of the VSR, unless the removal is at the owner's request. If the removal of the vehicle is at "owner's request", the wrecker driver shall complete his invoice or trip manifest prior to departure in compliance with County Ordinance (30-468).

The selected Proposers shall be responsible for notifying the registered owner or agent of the location of the vehicle within forty-eight (48) hours of impoundment, by certified mail, if the owner's identity has been supplied on the VSR. If the owner's identity is not supplied, the selected Proposers shall notify the registered owner or agent as soon thereafter as the information is received in accordance with F.S. 713.78. The selected Proposers shall maintain a log at their place of business listing date, time, and method of notification.

#### L. Law Enforcement Tow/Hold

Any vehicle or property placed on hold or extended hold for an investigation, trial evidence or forfeiture purposes, will be considered a law enforcement tow.

All vehicles placed on hold or extended hold for an investigation, trial evidence or forfeiture will be billed at a reduced rate of 50% of the current rate structure set forth by RER at the time of the tow regardless of class. (i.e. Class "A" present tow rate is \$101.00. If the vehicle is placed on hold per law enforcement, it will be at a charge of 50% of the established RER rate making the Class "A" tow rate \$50.50.) All additional charges excluding extra labor shall be charged at the same reduced rate. (These rates apply only to vehicles that are placed on hold except when released pursuant to a court order. Any vehicle or property placed on hold for investigative or forfeiture purposes, will be considered a law enforcement tow and will remain at the law enforcement rate for the duration of the "HOLD" period regardless if returned to the owner/lien holder.) Outstanding MDPD accounts will be paid once final disposition of the case has been determined (i.e., when released to owner/lien holder or successful completion of forfeiture proceedings). Law Enforcement Tow status may be placed on a vehicle retroactive to the date towed, if it is within 48 hours from the time the vehicle was towed. Saturdays, Sundays and legal holidays shall not be included as part of the ten (10) day period and/or the retroactive period. No vehicles on hold at the selected Proposer's facility shall exceed a ten-workday hold extended period without written authorization from the VRU.

When vehicles are towed for investigative purposes to a remote facility, such as the Medical Examiner's office, district station, etc., it shall be the responsibility of the selected Proposer to perform the second tow.

The Administrative Fee paid to Miami-Dade County will not be assessed on vehicles relocated to a County storage facility, unless the vehicles are returned to the owner/lien holder.

Immediately following notification of a "Hold Release" or an expiration of hold pursuant, (FS 323.001), the tow yard will re-notify electronically via a "Notice of Claim and Lien," the registered owner/lien holder or any person claiming interest in the vehicle or vessel that the hold has been removed.

#### M. Secondary Tows

The rate for a Secondary Tow (a tow from the selected Proposer's storage facility to another location) shall not exceed the rate approved by the County for the initial tow. No County Administrative Fee shall be assessed for secondary tows.

Disposal of Vehicles Designated for Mandatory Destruction: When requested by the MDPD, VRU, the selected Proposers shall dispose of contraband vehicles, stored at VRU special locations, in accordance with the following mandatory guidelines:

- a. The selected Proposers will be given a Miami-Dade County, Affidavit of Law Enforcement Officer form, on each unidentifiable vehicle requiring complete destruction. The form will be completed by the VRU. (No parts of any kind may be removed from the vehicle).
- b. The unidentifiable vehicle will be advertised by VRU at no cost to the selected Proposers. Once the advertisement is complete, VRU will schedule an appointment with the selected Proposers and the unidentifiable vehicle/or parts will be taken to the lid compactor/crusher.
- c. The entire vehicle and/or parts must be destroyed by the lid compactor/crusher, with the exception of the gas tank and tires. VRU will view the final crushing of the entire vehicle and/or parts.
- d. The towing and disposal of vehicles designated for mandatory destruction shall be done at no cost to the County. The selected Proposers, as remuneration for this work, may accept from the lid compactor/crusher the scrap value of the destroyed vehicle.
- e. All unidentifiable/contraband motor vehicles, vessels and/or parts will remain secured at the storage facility until the VRU officer assigned to that yard has obtained all necessary paperwork, (i.e. property disposition or vehicle release form etc.), from the assigned detective in charge of the property, at the conclusion of the investigation.

#### N. Releases

The selected Proposer shall promptly release any vehicle which has not been marked "HOLD", providing the proper proof of identification and ownership is presented. Any vehicle towed in, which is marked "HOLD", shall not be released without written authority from the MDPD, or the hold period expires pursuant to FS 323.001(2).

Any vehicle towed in at the request of the MDPD shall only be released by the selected Proposers to the following:

1. The owner with sufficient identification;
2. The person whose name appears on the title or registration certificate as the registered owner of the vehicle; or
3. The authorized agent of such person. Persons who make application for the release of such vehicle shall be required to present a notarized letter of authorization from the owner and proof of ownership by presentation of a title or registration, or when applicable, proof of agency.
4. A vehicle release form signed by the lead detective assigned to the investigation.

When the foregoing conditions cannot be met because of unusual or extraordinary circumstances, the selected Proposers shall notify the following staff units of the MDPD which are authorized to approve the release:

1. VRU officer
2. Property and Evidence Section (PES) On-duty Supervisor

The selected Proposers shall not release vehicles with outstanding charges without prior permission from the VRU Supervisor. For an owner's request tow, the selected Proposers shall obtain on the invoice the name and badge number of the police officer requesting towing services.

The selected Proposers shall advise the VRU in writing of all vehicles which are left with "HOLDS" for over (5) days. No vehicle with a "HOLD" is to be sold at auction until the hold period has expired. The selected Proposers shall adhere to F.S 713.78, for final disposition of the vehicle.

If a selected Proposer is presented with a court order, power of attorney, next of kin letter, or an individual requesting the property that the selected Proposer takes issue with on any point contained therein, which projects the selected Proposer to refuse to release the impound vehicle, the selected Proposer shall immediately contact the MDPD's, PES, VRU at (305) 471-2982 and speak to the VRU Sergeant or higher within one hour of receiving the order during the weekdays between the hours of 7:00 a.m. – 3:00 p.m. for guidance. If the order is received after business hours, weekend, or a holiday; the selected Proposer's representative must contact the PES by 9:00 a.m., on the next business day.

If a selected Proposer is presented with a vehicle release form by MDPD authorizing someone other than the owner to retrieve the vehicle, the selected Proposer shall immediately release the vehicle upon payment by the individual or selected Proposer may be subject to termination.

As it pertains to the release and final disposition of all vehicles, vessels or trailers impounded under the provisions of this contract, all items will be subject to one or more of the following categories and conditions:

- 1) Released to owner, lien holder, insurance agent or authorized agent pursuant to FS 713.78 and DMV procedures (TL-26).
- 2) Transferred to "MDPD Special Holding Storage Facility" pending investigation.
- 3) Unidentifiable contraband destroyed via "Law Enforcement Affidavit".
- 4) Sold at auction pursuant to FS 713.78 and title transferred into buyers or business name.  
**(Under no circumstance will a vehicle, vessel or trailer sold at auction be permitted to leave the towing storage facility after sale without the completion of a title transfer to the new owner.)**
- 5) A "Certificate of Destruction" completed for identified vehicles, vessels and trailers not sold at auction. (NOTE: Any vehicle towed into a storage facility pursuant to this contract and which is burnt completely or the majority portions of the vehicle is destroyed due to water damage and is significantly diminished in value as to be classified as scrap **shall not** be sold at auction. Only a Certificate of Destruction shall be obtained by the towing company if the vehicle vessel or trailer is not released to the owner or insurance company or authorized agent.)

**Under no circumstances will a wrecker operator or employee or agent of a contracted tow company responding to the scene of a disabled vehicle, or a dispatched traffic crash call, directly or indirectly recommend or entice the owner or operator of the vehicle the services of a body shop. The Proposer shall not promote or solicit business for other firms (i.e., body shops, vehicle mechanics, etc.) while providing services to the public under this Agreement.**

#### O. Disposal of Boats/Watercraft

The MDPD agrees to pay for the disposal of unidentifiable abandoned boats/watercraft at the County's prevailing rate if this disposal is performed at the North or South Miami-Dade Solid Waste Land Fill Facility.

The Selected Proposer shall adhere to the following guidelines:

- a. The boat/watercraft must be impounded at the request of MDPD and recorded on the Department's VSR.
- b. The requirements and guidelines of Florida Statute 713.78, as they relate to boats, must be complied with prior to disposal.
- c. An Affidavit of Law Enforcement Officer must be completed by the MDPD, VRU staff or Auto Theft Detective. In each case, the certificate must be reviewed by the VRU supervisor, before release to the selected Proposer.
- d. The disposal voucher must be completed, approved, and signed by the VRU supervisor prior to delivery of the boat to the solid waste facility. The voucher and the Law Enforcement Affidavit will be submitted for signature to the appropriate Solid Waste Facility personnel by the selected Proposer. The selected Proposer's copy will be retained by the tow truck driver.
- e. When a Proposer is called to a scene to recover an oversized watercraft, the tow company's dispatcher will advise the MDPD towing dispatcher to call out the on-call VRU personnel to assess the situation.

#### P. Private Tow-Away

Miami-Dade County towing contractors often have "tow-away" contracts for various private property business owners, apartment complexes and other business entities. All county contracted tow companies must comply with all state laws including but not limited to Florida Statute (715.07) and CHAPTER 30: TRAFFIC AND MOTOR VEHICLE; ARTICLE 1, as it pertains to private property tows. Under no circumstances will a county contracted tow company remove a vehicle at the request of an owner or authorized agent from private property where the public vehicle identification plate, "V.I.N." is not visible, removed or in any way clearly altered. In this instance, the tow company will inform the owner or authorized agent requesting the removal of the vehicle that the local police agency should be notified of the vehicle's location and missing V.I.N. plate. The police agency in the

jurisdiction of the location of the vehicle in question will make the final determination if and when the vehicle is to be impounded pursuant to an investigation. In the event the vehicle is to be impounded, the officer will utilize the county contracted rotational wrecker via the dispatcher.

Towing companies removing any vehicle or vessel where the public V.I.N. or hull identification number, H.I.N. has been removed violate the provisions in two county ordinances. 1) The complete V.I.N. number must be written on the tow company's trip manifest or invoice preforming the private tow-away prior to the removal pursuant to C/O (Sec. 30-468). 2) The complete V.I.N. must be called in to the MDPD upon the completion of the tow in order to obtain a "PTI" number pursuant to C/O (30-474). Towing companies in violation of this section are subject to sanctions pursuant to C/O (Sec. 30-475(f)). Any person who improperly causes a vehicle to be recovered, towed, removed or stored shall be liable to the vehicle owner or his authorized representative for the costs of the services provided, any damages resulting from the recovery, towing, removal or storage and attorney's fees.

## **2.8 Court Services Bureau (CSB)**

The following conditions apply only to those vehicles towed and stored under the direction of the CSB of the MDPD.

- A. The CSB, MDPD, tows and stores motor vehicles and other items under directions of court orders. All such items impounded by the CSB will be marked "HOLD FOR CSB", and the "Vehicle Storage Receipt" will be completed in the same manner as for other vehicles.
- B. Selected Proposers can normally expect the vehicle to be stored for a minimum of five (5) weeks prior to the Sheriff's sale which will be conducted by the CSB.
- C. Since all vehicles towed by the CSB will be on "Hold", they will be exempt from increased storage rates. Holds on vehicles impounded by the CSB can only be released in writing by the CSB.
- D. Authorization identified in Section 2.0, Subsection 2.7, item N, "Releases," does not extend to the release of vehicles held for the CSB.
- E. The selected Proposers shall make those vehicles being stored for the CSB available for viewing by anyone, a day prior to the Sheriff's sale. There shall be no charge for said viewing.
- F. Sales are normally held on Wednesday. Selected Proposers will be contacted prior to the sale and shall submit their bill for all charges that will be due on the day of the sale.
- G. The provisions of subsection 2.7, Item L, "Law Enforcement Tow/Hold," do not apply to vehicles towed and stored under the direction of the CSB.

If requested to deliver a court-seized vehicle to another location, the selected Proposer will deliver the vehicle as directed by a Court Services Officer and collect payment from the vendor at that location. The normal rates will be charged, to include mileage, as outlined in Section 2.0, Subsection 2.14, Rate Structure, not the rates charged as outlined for vehicles maintained at the selected Proposers location as a "Law Enforcement Tow" vehicle (category J). These vehicles are exempt from the Administrative Fee.

## **2.9 Letter of Credit (Security for Payment of Administrative Fees)**

The selected Proposer(s) shall duly execute and deliver an original irrevocable Letter of Credit to Miami-Dade County and a certified or notarized copy delivered to MDPD VRU within five (5) calendar days after the effective date of any contract awarded as a result of this RFQ. The Letter of Credit shall be issued by a reputable banking or financial institution authorized to do business in the State of Florida, in the amount of \$10,000.00. The Letter of Credit should be for the sole use of the MDPD. The Letter of Credit "Applicant" and/or "Account Party" must be the same person or corporation granted the contract award. The Letter of Credit shall be delivered to the County and a certified or notarized copy delivered to MDPD, in the form acceptable to the County and MDPD. If a selected Proposer fails to deliver the Letter of Credit within this specified time, including granted extensions, if any, the County may declare the selected Proposer in default of the contractual terms and conditions and the contract may be terminated without liability to the County.

The County shall have the right to draw down on the Letter of Credit for any portion of the Administrative Fees due the County that exceeds 90 days past due. If the County draws down upon the Letter of Credit, the selected Proposer shall, within ten (10) business days, replace the Letter of Credit to the full amount of \$10,000.00. Failure to replace the Letter of Credit within the ten (10) business day period may result in termination of the contract.

All Letters of Credit must be renewed on a yearly basis and an original delivered to the County and a certified or notarized copy delivered to MDPD VRU within five (5) calendar days after expiration of the previous Letter of Credit as a result of this RFQ, in the form acceptable to the County and MDPD.

It is the Selected Proposers responsibility to report all changes or alterations to the County and MDPD within five (5) business days before the change(s) or alteration(s) occur for prior approval. If the changes are not preapproved by MDPD VRU, the selected Proposer may be considered in default of this contract. The new Letter of Credit shall be provided along with a letter of explanation of the exact changes.

## **2.10 Reports and Files**

The selected Proposers shall maintain at the facility the following:

- A. MDPD VSR of each impounded vehicle on the premises. These receipts shall be maintained in a file or on a clipboard separate from all other agencies.
- B. A Daily Contract Wrecker Tow Log of all received calls or canceled for service by the MDPD must be faxed to MDPD VRU at (305) 471-2918, by 9:00 a.m., the following morning.
- C. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
- D. A continuing log by month of all vehicles which have remained unclaimed for thirty (30) days or more. The selected Proposers shall forward a copy of this log by fax to MDPD VRU (305) 471-2918 on the first Monday of each month, and said files and logs will be available for inspection and checking during normal working hours by the VRU.
- E. An accounting of all Administrative Fees which are owed to Miami-Dade County.
- F. County vehicle tows shall be clearly marked in a conspicuous location with a yellow grease pencil M.D.P.D. Case Number (e.g., PD0511061234), date towed (e.g., 1-28-15), and towing service inventory number.
- G. An entry log shall be maintained by each selected Proposer at the indoor secure storage site. Anyone entering the area for any reason, including employees, must make an entry on this log with the date and time of entry and an explanation of the reason for entry. This entry log applies to all MDPD impounded vehicles on hold for this or any other agency.
- H. All "Good Faith Notices" sent to the MDPD, VRU shall include a legible copy of the vehicle storage receipt. Miami-Dade County towing contractors often have "tow-away" contracts for various private property business owners, apartment complexes and other business entities. All county contracted tow companies must comply with all state laws including but not limited to Florida Statute (715.07) and CHAPTER 30: TRAFFIC AND MOTOR VEHICLE; ARTICLE III, as it pertains to private property tows. Under no circumstances will a county contracted tow company remove a vehicle at the request of an owner or authorized agent from private property where the public vehicle identification plate, "V.I.N." is not visible, removed or in any way clearly altered. All "Good Faith Notices" requests from contracted wreckers must have a V.I.N, Hull Number or Serial Number.

## **2.11 Complaints and Disputes**

Any complaints received by the MDPD concerning misconduct on the part of the selected Proposers, including but not limited to excessive charges, poor business practices, damage to vehicles, etc., will be referred to the MDPD, VRU for follow-up by the appropriate County agency. This complaint process excludes any criminal investigations that involve the Proposer or its employees.

The VRU will notify the selected Proposers of any complaints within ten (10) business days of receipt of any such complaint. The selected Proposers shall have the right to respond to all complaints or provide any additional information within twenty (20) business days after notification by the VRU. The selected Proposers shall furnish all information requested by the VRU for investigation of the complaint within ten (10) calendar days of the request. The disposition of all complaints by the VRU shall be final and binding (except as provided below) and the selected Proposers shall satisfy all portions of any sustained complaint within twenty (20) business days of receipt of written notification of the final disposition of the complaint.

Within five (5) calendar days of receipt of written notification of the VRU's decision, the selected Proposers may appeal any dispositions of any complaint to the Commander of the MDPD, PES. The Commander may conduct a hearing in which all relevant evidence, including hearsay evidence, may be considered. The Commander will issue a written decision to the selected Proposers.

The selected Proposer(s) agree to forward to the County Mayor or designee any complaints concerning the MDPD.

Any complaints concerning thefts from an impounded vehicle shall be investigated by the MDPD District Station or local municipal police department serving the facility with the impounded vehicle. Any allegations of title fraud, altered vehicle identification numbers or other related crimes shall be investigated by the local auto theft units within the corresponding jurisdictions. In response to a theft of or from an impounded vehicle, the selected Proposers shall comply with Subsection 2.7.F, Protection of Vehicles and Property.

## **2.12 Resolution of Complaints**

The selected Proposers shall make all reasonable attempts, as determined by the County, to resolve all complaints to the satisfaction of all parties. If all attempts to resolve a complaint fail, the complainant shall be referred to the MDPD, VRU.

## **2.13 Viewing of Impounded Vehicles/Removal of Personal Possessions**

The selected Proposers shall allow the registered owner of an impounded vehicle or the registered owner's agent or insurance representative (upon presentation of proof of ownership or agency and proper identification) to view and photograph said vehicle on the selected Proposers' premises between the hours of 8:00 a.m. and 6:00 p.m., 7 days a week, without any restrictions. If such proof of ownership is claimed to be in the vehicle, the selected Proposers shall retrieve those items.

All selected Proposers shall permit every vehicle owner or authorized representative to inspect the towed vehicle immediately upon his/her arrival at the storage site and before payment of any charges.

The vehicle owner or his/her authorized representative shall be permitted to remove from the vehicle any and all personal possessions inside but not affixed to the vehicle, including but not limited to radios and telephones, and all selected Proposers shall assist any vehicle owner/agent in doing so. No release or waiver concerning payment of towing and storage shall be required as a condition of release of personal property.

All property removed from MDPD impounded vehicles by owners or their authorized agents shall be documented in detail and attached to the tow yard's copy of the VSR.

The above provisions regarding the inspection, viewing and photographing of a towed vehicle and the release of personal property do not apply to vehicles marked "HOLD" by the MDPD. Upon release of the "HOLD" by the MDPD the above provisions would become applicable.

The selected Proposers' responsibility for providing services herein does not end until the vehicle is permanently removed from the selected Proposers' facility.

## **2.14 Rate Structure**

The applicable tow rate structure (Class "A", "B", "C", "D" or Slide Back Carriers) shall depend upon the requirements of the vehicle to be towed, rather than the actual tow truck used; e.g., if a Class "B" wrecker is used to tow a sedan, the Class "A" rate structure shall be the basis for charges imposed. The selected Proposers shall carry these rates in a clear, legible format in each tow truck for the purpose of making the rates available for public review.

The fees listed below shall be fixed fees and the only fees charged to the vehicle owner or the vehicle owner's authorized representative on all MDPD originated requests for a wrecker.

There are no exceptions to the rates shown herein. If during the term of any contract as a result of this RFQ, the Board of County Commissioners (BCC) approves a rate increase for non-contract wreckers, the rates applicable herein may be adjusted accordingly, without additional negotiations or Board of County Commission approval. Any rate increase authorized by the County will not affect any law enforcement tows that had been placed on hold.

The rates shall remain firm for the term of the Contract, including any option or extension periods, unless changed by the County (i.e., approval by RER or Miami-Dade Board of County Commissioners), as applicable.



Below are the fixed rates permitted under this RFQ:

RATE SCHEDULE

	<u>ITEMS DESCRIPTION</u>	<u>RATE</u>
A.	Storage Rates or Charges (Per 24 hour period after the first free six hours)	
	(1) Inside-Interior	
	(a) Motorcycles or Scooters	\$ 12.00
	(b) Any vehicle less than 20 feet in length and 8 feet in width	\$ 25.00
	(c) Any vehicle over 20 feet in length	\$ 40.00
	(2) Outside-Exterior	
	(a) Motorcycles or Scooters	\$ 10.00
	(b) Any vehicle less than 20 feet in length and 8 feet in width	\$ 20.00
	(c) Any vehicle over 20 feet in length	\$ 35.00
	(3) Boat and Trailer (Owner's Unit)	
	(a) Unit under 20 feet in length	\$ 20.00
	(b) Unit 20 feet to 35 feet in length	\$ 40.00
	(c) Unit over 35 feet in length	\$ 45.00
B.	Tow Rate Class "A" Tow Truck and Class "A" Car Carrier, \$ 101.00 including:	
	(1) First 10 miles or any fraction	
	(2) First 30 minutes at the scene	
	(3) Unlocking door	
	(4) Dropping/hooking up linkage	
	(5) Wheel lift equipment	
	(6) Use of Dolly	
C.	Tow Rate Class "B" Tow Truck including:	\$165.00
	(1) First 5 miles or any fraction	
	(2) First 30 minutes at the scene	
	(3) Unlocking door	
	(4) Dropping/hooking up linkage	
	(5) Under reach equipment	
D.	Tow Rate Class "C" Tow Truck including:	\$235.00
	(1) First 5 miles or any fraction	
	(2) First 30 minutes at the scene	
	(3) Unlocking door	
	(4) Dropping/hooking up linkage	
	(5) Removal of air dams, shafts or axles	
	(6) Air hookup	
	(7) Under reach equipment	
E.	Tow Rate Class "D" Tow Truck, including:	\$300.00
	(1) First 5 miles or any fraction	
	(2) First 30 minutes at the scene	
	(3) Unlocking door	

- (4) Dropping/hooks up linkage
- (5) Removal of air dams, shafts or axles
- (6) Air hookup
- (7) Under reach equipment

F. Tow Rate Class "B" or "C" Car Carrier, including: \$165.00

- (1) First 5 miles or any fraction
- (2) First 30 minutes at the scene
- (3) Unlocking door
- (4) Dropping/hooks up linkage

G. Use of selected Proposers' Boat Trailer, any length, including storage, Per Day:

- (1) Trailer up to 18 feet in length \$ 50.00
- (2) Trailer 18 to 30 feet in length \$ 75.00
- (3) Trailer over 30 feet in length \$100.00

H. Special and additional charges

a. Extra labor or extra waiting time after the first 30 minutes at the scene, per 15 minute increment (at a maximum of 3 hours)

- 1. Class "A" tow truck or Slide Back Car Carrier \$ 25.25
- 2. Class "B" tow truck or Class "B" or "C" Car Carrier \$ 41.25
- 3. Class "C" tow truck \$ 58.75
- 4. Class "D" tow truck \$ 75.00

b. Extra truck, when required, per 15 minute increment

- 1. Class "A" tow truck or Slide Back Car Carrier \$ 25.25
- 2. Class "B" tow truck or Class "B" or "C" Car Carrier \$ 41.25
- 3. Class "C" tow truck \$ 58.75
- 4. Class "D" tow truck \$ 75.00

c. Additional mileage charge (each additional mile or fraction, after the first 10 miles)

- 1. Class "A" tow truck or Slide Back Car Carrier \$ 3.00
- 2. Class "B" tow truck or Class "B" or "C" Car Carrier \$ 3.50
- 3. Class "C" tow truck \$ 4.50
- 4. Class "D" tow truck \$ 5.50

d. Mechanical labor rate at tow yard per/hour.

- 1. Mechanical labor rate \$75.00

2. At quarter-hour increments \$18.75

I. Charges for recovery of any vehicle or property for salt or fresh water, per hour

1. Class "A" tow truck or Slide Back Car Carrier \$ 101.00

2. Class "B" tow truck or Class "B" or "C" Car Carrier \$165.00

3. Class "C" tow truck \$235.00

4. Class "D" tow truck \$300.00

J. **ADMINISTRATIVE FEE TO THE COUNTY:** \$ 15.00

Per police directed tow, in addition to the towing charge:

Each time a vehicle is towed within the County, pursuant to Ordinance No. 30-476, the County shall receive appropriate payment. In addition to the maximum rates that may be charged by persons providing services pursuant to this section, the County shall charge an administrative fee for each vehicle that is recovered, towed, removed or stored at the request of the Department, regardless of its final disposition.

The selected Proposers shall pay to the County the administrative charges on a monthly basis for all police directed tows (not "owners requested tow.") The County may waive administrative costs if the vehicle, vessel or property does not generate revenues. To be exempt from charges, a copy of the Certificate of Destruction or Law Enforcement Affidavit must be provided and approved by the County. If the selected Proposers fail to provide proof, selected Proposers shall be responsible for payment of the administrative fee.

All administrative fees collected shall be in the form of a check drawn from an account in the actual name of the owner and/or corporation or corresponding "D.B.A." that was awarded the contract. Administrative fees paid by cashier's check must have prior approval from the supervisor of the VRU with a written explanation of the reason.

Any other charges as may be required by Florida Statute, Out-of-State agencies or by a local tag agency pursuant to Section 2.0 of the Scope of Services. Vehicle and vessel records checks conducted by the contract tower, to determine ownership of vehicles and vessels towed at the request of the Department, must be done directly through Florida DHSMV or any other appropriate State's Department of Motor Vehicles when the vehicle is not currently titled in Florida, or through an authorized vehicle data provider who has a direct link with real-time access to current Florida or the other appropriate state's motor vehicle registration and title data. The Tower must conduct the NMVTIS vehicle history checks, required under State Statute 713.78, through a NMVTIS Vehicle History Provider that is approved by the NMVTIS administrator, the American Association of Motor Vehicle Administrators (AAMVA). The Tower must be registered with NVMTIS and must comply with NMVTIS salvage vehicle reporting regulations, set forth in Title 28 CFR Part 25 and required under State Statute 713.78, by reporting all salvage or junk vehicles, including all vehicles that a Certificate of Destruction is being obtained to NMVTIS. NMVTIS salvage vehicle reporting must be through a NMVTIS Consolidator approved by the NMVTIS administrator, AAMVA. The contract tower must send all certified mail notifications required under State Statute 713.78 to vehicle or vessel owners, lien holders, and insurance companies on each vehicle and vessel towed for the Department. Notices must be sent through an approved third party certified mailing service that prints the required notifications as a single fold document that becomes its own envelope and then tracks and maintains copies of the certified mail notification documents and their proof of certified mailings as required under State Statute 713.78.

All unidentifiable/contraband motor vehicles, vessels, engines or any other parts will be stored, pending disposition, at the Contractor's tow yard free of charge to the County.

NOTE: Any unidentifiable/contraband motor vehicle, vessel parts or items which remain at the Contractor's yard for more than ten (10) calendar days, and then subsequently becomes identified, in these cases, storage charges shall only begin to accrue after the vehicle is identified and the tow yard sends out the lien notifications regardless of the "good faith" provision described in TL-26, section IV. CERTIFICATE OF DESTRUCTION INSTRUCTIONS: X.

## 2.15 Special and Additional Charges

- A. Waiting time and extra labor: Cost of any waiting time or extra labor (i.e., retrieving parts and/or vehicles, special handling) accomplished within thirty (30) minutes of arrival at the scene shall be included in the base tow rate. After the first thirty (30) minutes, extra labor and/or extra waiting time may be assessed in accordance with this RFQ's Rate Structure for those items.

For any extra waiting time or extra labor charge, authorization must be made by the on-duty officer at the scene, whenever possible, and so indicated in writing on the VSR. If additional personnel are needed to clean the debris on the scene and/or at the facility the VRU on-call must be notified at the time of the incident for authorization.

In the event a selected Proposer is called to the scene of an incident requiring extensive on-scene investigation (over one hour), the driver will notify the OFFICER IN CHARGE that the wrecker is accruing additional waiting time charges. The driver will advise the officer that if requested by the officer, the driver will return to his base and await a re-call at the conclusion of the investigation. The officer will decide whether to keep the wrecker on the scene or re-call it at a later time.

- B. Underwater Recovery Salvage Divers: All submerged vehicles and property may **require** an underwater investigation and are considered a crime scene. If it is determined by the Uniform Officer on scene only an Underwater Recovery Unit (URU) Diver is authorized to remove said vehicles or property. A selected Proposer will only remove the vehicle or property once contact has been made with the URU via the CB Shift Commander and a call out was denied by URU.
- C. No charges shall be imposed other than those specified in the rate structure in this RFQ, except as follows: A maximum charge not exceeding \$30.00 (not as an automatic "add-on", but only when required to comply with Florida Statutes) may be imposed by the Selected Proposer for administrative services, processing of paperwork, clerical work or title research. Administrative charges refer to and include verification of Public VIN; search of vehicle for ownership information; preparation of paperwork required by Florida Statutes (F.S.); preparation and mailing of the notification letter(s) to vehicle owner; and preparation of vehicle for auction, including notification to owner and/or lien holder as the case may be.

Actual fees required by out-of-state agencies may be added to the above charge. The actual fees required by local Tag Agencies may be added to the above charges, but shall not exceed \$2.00 per vehicle.

Rates are applicable from the day the vehicle arrives at the facility to the day the vehicle leaves the facility regardless of who picks up the vehicle (e.g., the owner or the owner signs the vehicle over to an insurance company). On a tow out of the selected Proposer's facility, no charges may be imposed such as special inspection or release charges and administrative fees.

- D. When requested by the MDPD VRU, selected Proposers shall deliver a vehicle, vessel, or other item to the MDPD Special Holding lot and when a set time is established for such delivery and the selected Proposer does not respond within thirty (30) minutes after the set time, the selected Proposer may be liable for payment of waiting time to Miami-Dade County. Any charge for such waiting time shall commence thirty (30) minutes after the agreed delivery time and shall be at the same rate as that indicated in the rate structure under Subsection 2.14.H at a maximum of 3 hours. Such charges may be waived if the VRU is notified of any reasonable delay, as determined solely by the County, at least one (1) hour prior to the agreed delivery time.

If the selected Proposers are requested to deliver any vehicle, vessel, or other item to the Special Holding Yard on a specific date and cannot comply, storage charges will stop on that day unless otherwise authorized by the MDPD, VRU.

- E. The selected Proposers shall not charge a fee, e.g. "Gate Fee," for allowing the owner/agent to remove the released vehicle from his/her property or the selected Proposer moving the vehicle to a location where the owner/agent can take possession of the vehicle.
- F. When it is necessary for a selected Proposer to use specialized equipment (e.g., tractor, crane, extra man power, etc.) to complete a tow, the MDPD Police Supervisor at the scene must approve the use of the specialized equipment prior to the selected Proposer requesting the equipment. The Proposer shall contact the CB and request the VRU on-call personnel to be contacted to assess the situation and approve any additional charges.
- G. When necessary to utilize mechanical labor to remove engines, body parts or other specialized requirements, the Contractor shall assist Detectives with these requirements. Non-towing mechanical labor of this nature should be charged at no more than \$75.00 an hour or at quarter-hour increments. It shall be the responsibility of the lead detective in charge of their case to coordinate with the selected Proposer all details of the additional mechanical labor needed. These details may include, but not limited to, the removal of an engine, door panel, tires etc.

- H. On certain occasions, MDPD detectives require the transportation of vehicles from other non-county contracted tow yards. In these situations, the approved contracted wrecker will satisfy all outstanding towing and storage charges upon taking custody of the vehicle prior to delivery to the MDPD "Special Holding" facility. Upon the conclusion of the investigation, the initial towing and storage charges will be paid by the owner or responsible party to the contracted towing company.

## **2.16 Payment for Services**

All selected Proposers shall prominently post, in the area designated for the vehicle owner or his authorized agent to transact business, a notice in letters not smaller than 1/2" in height, advising the owner/agent of his/her right to request and review a complete schedule of the charges and rates, for towing services provided at police request, for the jurisdiction within which the police order to tow was made. Such notification shall also be affixed to or printed on each invoice submitted to the owner/agent of the towed vehicle.

All selected Proposers shall advise any vehicle owner or authorized representative who calls by telephone prior to arriving at the storage site of the following:

- a. each and every document or other thing which must be produced to retrieve the vehicle;
- b. the exact charges as of the time of the telephone call and the rate at which charges accumulate after the call;
- c. the acceptable methods of payment; and
- d. the hours and days the storage site is open for regular business.

All selected Proposers shall accept payment for charges from the vehicle owner or authorized representative in any of at least two of the following forms:

1. cash, money order or valid traveler's check;
2. any valid bank credit card; or
3. valid personal check showing on its face the name and address of the vehicle owner or authorized representative.

All Contactors shall display (on the same sign as the rate schedule notice required above) the following statement:

### **TO THE VEHICLE OWNER**

If you believe that you have been overcharged for the services rendered, you may contact the Miami-Dade Police Department (MDPD) Vehicle Research Unit (VRU), at 305-471-2982. You do not have to pay your bill to get your car. Instead, you have the right to post a bond in the Circuit Court, payable to **(the name of the selected Proposer that provided the service)**, in the amount of the final bill for services rendered, and file a complaint within five (5) days of the time you have knowledge of the location of the vehicle, and the Court will decide later who is right. If you show us a valid Clerk's certificate showing that you have posted a bond, we must release your vehicle to you immediately. This remedy is in addition to other legal remedies you may have (Florida Statutes 713.76, 713.78).

All Administrative Fees due the County shall be paid to the County on or before the 3<sup>rd</sup> day of each month (excluding holidays and weekends), or the first business day following a holiday or weekend following the month in which the fees were collected. It is the responsibility of the Contractor to physically deliver the payment to the MDPD VRU located at 9111 NW 25 St., Miami, FL 33172. The check shall be made out to the "Board of County Commissioners."

## **2.17 Invoices (On all MDPD Originated Requests)**

Any invoices submitted for payment to the MDPD for services rendered to MDPD under any contract as a result of this RFQ, must be approved and signed by an officer of the VRU. MDPD shall not be liable for outstanding invoices (over 30 days) that have not been signed by an officer from the VRU.

The selected Proposers shall itemize all invoices in a clear, concise manner and utilize the MDPD case number on all bills. In the event a MDPD case number is not issued, the selected Proposers shall insert "at owner's request" in the applicable space an Administrative Fee is not charged for an "owner's request" tow. The selected Proposer's invoice must include the Administrative Fee paid to Miami-Dade County for all police directed tows.

MDPD reserves the right to require the selected Proposers to modify their invoice when in the opinion of the MDPD, the selected Proposer's invoice does not contain all required information. THE INVOICE MUST BE COMPLETELY FILLED OUT.

## **2.18 Responsibility for Payment**

The County shall not be responsible for payment of charges imposed by the selected Proposers if the vehicle is not awarded to the County and is released back to the owner. The owner shall be responsible for paying the towing and storage charges at the rates herein.

## **2.19 Selected Proposers' Employee**

Selected Proposers' employees providing services herein shall be finger printed, photographed and issued an identification card by the MDPD. The identification cards shall be renewed annually. Employees must have their identification cards available for inspection by the MDPD at all times.

All expenses for fingerprinting, photographing and identification cards, including renewal, shall be borne by the selected Proposers. Under no circumstances shall any Contractor's employee perform towing services for the county without first obtaining a County issued identification card and background check.

As it pertains to employees used to facilitate the requirements of this RFQ, all proposers shall disclose and attach documentation if utilizing the services of an "Employee Leasing Company" to fulfill the contractual obligations. Each contractor shall attach a list of all individuals employed and serviced under the "Employee Leasing Company" and provide a copy of the contract or "lease agreement". The Proposer shall provide a list of employees that the "Employee Leasing Company" will provide the Workman's Compensation Insurance for. It is the Proposers responsibility to assure that all employees used to fulfill this contract are covered under a Workman's Compensation Policy and to provide proof at all times during this RFQ. Furthermore, at any point during this county contract period, if the leasing company is changed, canceled or altered in any way or if a respective employee is removed from service, the tow company shall advise VRU in writing within in 24 hours.

## **2.20 Emergency Rescue Services**

When it becomes necessary to extricate a trapped patient from a vehicle or other encumbrance, the County may use its discretion and request the services of a wrecker company that is at the scene or closest to the scene and has the necessary equipment to perform the work. The wrecker company may be a selected Proposer from another zone or from the same zone, but not on the current rotation; or a company that is not a selected Proposer.

### **A. Notification**

When a wrecker company towing under MDPD is required, the request will be made through the MDPD CB by the police officer on the scene. Officers must request the size and type of equipment needed at the time of the initial request. In the event that MDPD is not on the scene, the Fire Officer will transmit this request to the Fire Alarm Office. All transmissions shall include the statement; "we have a patient trapped."

### **B. On Scene Operations**

1. The on scene operations shall be directed by the ranking Miami-Dade Fire Rescue Department Officer in command of the incident until all victims are extricated and all hazards have been mitigated. Once these actions have been completed the scene is under the direct control of the ranking MDPD Officer on scene.
2. Once the emergency service (facilitating the extrication of a trapped victim) is completed, the towing away of the vehicle(s) shall be done in accordance with the provisions of this RFQ.

### **C. Response Time and Delays**

Rapid response time is a critical factor in emergency rescue services. The County, in its sole determination, may decrease the required response time but at no time shall the selected Proposer take longer than twenty (20) minutes to respond to a request for emergency rescue service. When a request for emergency rescue service is made, the selected Proposer shall notify the MDPD Communications Bureau of a delay or inability to respond. The MDPD, at its sole discretion, may cancel a request for service and use the services of another company.

### **D. Emergency Service Payment**

Payment for emergency service will be from the time of arrival on the scene until the police officer on the scene or, in the absence of a police officer, the fire officer on the scene releases the driver. The selected Proposers shall be paid for emergency rescue services in accordance with the rate structure herein. A company that is not a selected Proposer shall be paid in accordance with the County's ordinance on towing rates.